



National Aeronautics and
Space Administration
Washington, DC 20546

Procurement Notice

PN 04-73
September 27, 2012

CROSS WAIVERS OF LIABILITY

PURPOSE: The purpose of this PN is to consolidate NASA's three existing cross-waiver of liability clauses into two clauses and to align the two clauses with Agency mission requirements, consistent with the cross-waiver of liability regulatory authority at 14 CFR 1266.

BACKGROUND: The regulatory authority at 14 CFR 1266 was promulgated on February 26, 2008 (73 FR 10143-50) by the Office of General Counsel. The February 2008 rule established NASA's cross-waiver of liability authority in two categories of NASA agreements: (1) agreements for ISS activities pursuant to the "Agreement Among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America concerning Cooperation on the Civil International Space Station" (commonly referred to as the ISS Intergovernmental Agreement, or IGA); and (2) launch agreements involving science or space exploration activities unrelated to the ISS.

Following promulgation of the two-category regulatory authority, the NASA FAR Supplement three-category contract clause arrangement no longer aligned. The procurement rule of May 7, 2011 proposed to delete one clause and realign the remaining two to cover the two categories of contracts on which cross-waivers of liability are authorized and required: contracts supporting ISS and contracts supporting launches into space that are not related to the ISS. Clause 1852.228-72, Cross-Waiver of Liability for Space Shuttle Services is deleted. Clause 1852.228-76 is amended and retitled *Cross-Waiver of Liability for International Space Station Activities*, and 1852.228-78 is amended and retitled *Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station*.

Wherever the cross-waiver of liability clauses are referenced in the NASA FAR Supplement, conforming changes are being made to clause numbers and titles.

ACQUISITIONS AFFECTED BY CHANGES: This requirement is applicable to all solicitations issued on or after the effective date of this PN.

ACTIONS REQUIRED BY CONTRACTING OFFICERS: Contracting officers shall use the revised clause for all solicitations issued and contracts awarded on or after the effective date of this PN, in accordance with the prescription at 1828.371. CMM and contract templates have been updated to include the revised clause.

CLAUSE CHANGES: 1852.228-72, 1852.228-76, and 1852.228-78.

PARTS AFFECTED: Parts 1812, 1828, and 1852.

EFFECTIVE DATE: This PN is effective on October 29, 2012, and will automatically be cancelled when incorporated into the NASA FAR Supplement (NFS).

CANCELLATION: PIC 09-11 is hereby cancelled.

REPLACEMENT PAGES: Replacement pages will no longer be distributed. NFS changes will be posted to the official on-line version at:

TYPE OF RULE AND PUBLICATION DATE: These changes were published as a final rule in the Federal Register (FR Vol. 77, No. 188, 59339 - 59343) September 27, 2012.

HEADQUARTERS CONTACT: Leigh Pomponio, Contract Management Division, 202-358-0592, email: leigh.pomponio@nasa.gov.

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Ronald A. Poussard
Director, Contract Management Division

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PART 1812
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PART 1812
ACQUISITION OF COMMERCIAL ITEMS

**Subpart 1812.3--Solicitation Provisions and Contract Clauses
for the Acquisition of Commercial Items**

1812.301 Solicitation provisions and contract clauses for the acquisition of commercial items.

(f)(i) The following clauses are authorized for use in acquisitions of commercial items when required by the clause prescription:

- (A) 1852.214-71, Grouping for Aggregate Award.
- (B) 1852.214-72, Full Quantities.
- (C) 1852.215-84, Ombudsman.
- (D) 1852.219-75, Small Business Subcontracting Reporting.
- (E) 1852.219-76, NASA 8 Percent Goal.
- (F) 1852.223-70, Safety and Health.
- (G) 1852.223-71, Frequency Authorization.
- (H) 1852.223-72, Safety and Health (Short Form).
- (I) 1852.223-73, Safety and Health Plan.
- (J) 1852.223-75, Major Breach of Safety and Security.
- (K) [RESERVED]
- (L) 1852.228-76, Cross-Waiver of Liability for International Space Station Activities.
- (M) 1852.228-78, Cross-Waiver of Liability for Space or Space Exploration Activities.

(N) 1852.246-72, Material Inspection and Receiving Report.

(ii) No other provisions and clauses prescribed in the NFS or center documents shall be used in acquisitions of commercial items, except as permitted by FAR 12.302.

1812.302 Tailoring of provisions and clauses for the acquisition of commercial items.

(c) The Assistant Administrator for Procurement (Code HS) is the approval authority for waivers. Requests shall be prepared and submitted in accordance with 1801.471.

Subpart 1812.4--Unique Requirements Regarding Terms and Conditions for Commercial Items

1812.404 Warranties.

(b) In acquisitions under the Simplified Acquisition Threshold specified in FAR Part 13, no express warranty should be required other than the offeror's commercial warranty.

Subpart 1812.70--Commercial Space Hardware or Services

1812.7000 Prohibition on guaranteed customer bases for new commercial space hardware or services.

Public Law 102-139, title III, Section 2459d, prohibits NASA from awarding a contract with an expected duration of more than one year if the primary effect of the contract is to provide a guaranteed customer base for, or establish an anchor tenancy in, new commercial space hardware or services. Exception to this prohibition may be authorized only by an appropriations Act specifically providing otherwise.

PART 1828 BONDS AND INSURANCE

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PART 1828 BONDS AND INSURANCE

Subpart 1828.1--Bonds

1828.101 Bid guarantees.

1828.101-70 NASA solicitation provision.

The contracting officer shall insert the provision at [1852.228-73](#), Bid Bond, in construction solicitations where offers are expected to exceed \$100,000 and a performance bond or a performance and payment bond is required (see [FAR 28.102](#) and [28.103](#)). The contracting officer may increase the amount of the bid bond to protect the Government from loss, as long as the amount does not exceed \$3 million.

1828.103 Performance and payment bonds and alternative payment protections for other than construction contracts.

1828.103-70 Subcontractors performing construction work under nonconstruction contracts.

(a) The contracting officer shall require prime contractors on nonconstruction contracts to obtain the following performance and/or payment protection from subcontractors performing construction work:

(1) Performance and payment bonds when the subcontract construction work is in excess of \$100,000 and is determined by NASA to be subject to the Miller Act.

(2) An appropriate payment protection determined according to FAR 28.102-1(b)(1) when the subcontract construction work is greater than \$30,000 but not greater than \$100,000.

(b) The contracting officer shall establish the penal amount in accordance with FAR 28.102-2 based on the subcontract value.

(c) The bonds shall be provided on SF 25, Performance Bond, and SF 25A, Payment Bond. These forms shall be modified to name the NASA prime contractor as well as the United States of America as obligees.

1828.103-71 Solicitation requirements and contract clauses.

When performance and payment bonds or alternative payment protections are required from subcontractors performing construction work under nonconstruction prime contracts, the contracting officer shall follow the procedures in [FAR 28.102-3](#). When alternative payment protections are required, insert a clause substantially the same as [FAR 52.228-13](#), Alternative Payment Protections, appropriately modified.

1828.106 Administration.

1828.106-6 Furnishing information.

(c) The contracting officer is the agency head's designee.

Subpart 1828.2--Sureties

1828.202 Acceptability of corporate sureties.

(d) Contracting officers may obtain access to Department of Treasury Circular 570 through the internet at <http://www.fms.treas.gov/c570/index.html>.

1828.203 Acceptability of individual sureties.

(g) Notification of suspected criminal or fraudulent activities, with all supporting documentation, shall be submitted to the Headquarters Office of Procurement (Code HS).

Subpart 1828.3--Insurance

1828.307 Insurance under cost-reimbursement contracts.

1828.307-1 Group insurance plans.

- (a) The procurement officer is the approval authority.

1828.307-2 Liability.

(b)(2)(A) The procurement officer may approve a requirement for property damage liability insurance when:

(a) A commingling of operations permits property damage coverage at a nominal cost to NASA under insurance carried by the contractor in the course of its commercial operations; or

(b) The contractor is engaged in the handling of high explosives or in extra hazardous research and development activities undertaken in populated areas.

(B) In all other circumstances, the Assistant Administrator for Procurement (Code HS) is the approval authority.

1828.307-70 Insurance of industrial facilities.

When industrial facilities are provided by the Government under a facilities contract or a lease, the contract or lease shall require that during the period of construction, installation, alteration, repair, or use, and at any other time as directed by the contracting officer, the contractor or lessee shall insure or otherwise provide approved security for liabilities to third persons (including employees of the contractor or lessee) in the manner and to the same extent as required in [FAR 28.307-2](#).

1828.311 Solicitation provision and contract clause on liability insurance under cost-reimbursement contracts.

1828.311-1 Contract clause.

The contracting officer must insert the clause at [FAR 52.228-7](#), Insurance-Liability to Third Persons, as prescribed in [FAR 28.311-1](#) unless --

- (a) Waived by the procurement officer: or
- (b) The successful offeror represents in its offer that it is totally immune from tort liability as a State agency or as a charitable institution.

1828.311-2 Agency solicitation provisions and contract clauses.

1828.311-270 NASA solicitation provisions and contract clauses.

(a) The contracting officer must insert the clause at [1852.228-71](#), Aircraft Flight Risks, in all cost-reimbursement contracts for the development, production, modification, maintenance, or overhaul of aircraft, or otherwise involving the furnishing of aircraft to the contractor, except when the aircraft are covered by a separate bailment.

(b) The contracting officer must insert the provision at [1852.228-80](#), Insurance--Immunity from Tort Liability, in solicitations for research and development when a cost-reimbursement contract is contemplated.

(c) The contracting officer must insert FAR clause 52.228-7 and the associated clause at [1852.228-81](#), Insurance -- Partial Immunity From Tort Liability, when the successful offeror represents in its offer that the offeror is partially immune from tort liability as a State agency or as a charitable institution.

(d) The contracting officer must insert the clause at [1852.228-82](#), Insurance--Total Immunity From Tort Liability, when the successful offeror represents in its offer that the offeror is totally immune from tort liability as a State agency or as a charitable institution.

1828.370 Fixed-price contract clauses.

(a) The contracting officer shall insert the clause at [1852.228-70](#), Aircraft Ground and Flight Risk, in all negotiated fixed-price contracts for the development, production, modification, maintenance, or overhaul of aircraft, or otherwise involving the furnishing of aircraft to the contractor, except as provided in paragraph (b) of this section, unless the aircraft are covered by a separate bailment. See the clause preface for directions for modifying the clause to accommodate various circumstances.

(b) The Government need not assume the risk of aircraft damage, loss, or destruction as provided by the clause at 1852.228-70 if the best estimate of premium costs that would be included in the contract price for insurance coverage for such damage, loss, or destruction at any plant or facility is less than \$500. If it is determined not to assume this risk, the clause at 1852.228-70 shall not be made a part of the contract, and the cost of necessary insurance to be obtained by the contractor to cover this risk shall be considered in establishing the contract price. In such cases, however, if performance of the contract is expected to involve the flight of Government-furnished aircraft, the substance of the clause at [1852.228-71](#), Aircraft Flight Risks, suitably adapted for use in a fixed-price contract, shall be used.

(c) When the clause at 1852.228-70 is used, the term "Contractor's premises" shall be expressly defined in the contract Schedule and shall be limited to places where aircraft may be located during the performance of the contract. Contractor's premises may include, but are not limited to, those owned or leased by the contractor or those for which the contractor has a permit, license, or other right of use either exclusively or jointly with others, including Government airfields.

1828.371 Clauses incorporating cross-waivers of liability for International Space Station activities and Science or Space Exploration activities unrelated to the International Space Station.

(a) In contracts covering International Space Station activities, or Science or Space Exploration activities unrelated to the International Space Station that involve a launch, NASA shall require the contractor to agree to waive all claims against any entity or person defined in the clause based on damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waivers will require the contractor to extend the cross-waiver provisions to their subcontractors at any tier and related entities ensuring those subcontractors and related entities also waive all claims against any entity or person defined in

the clause for damages arising out of Protected Space Operations. The purpose of the clauses prescribed in this section is to extend the cross-waivers under other agreements to NASA contractors that perform work in support of NASA's obligations under these agreements.

(b) The contracting officer shall insert the clause at 1852.228-78, Cross-Waiver of Liability for Science or Space Exploration Activities unrelated to the International Space Station, in solicitations and contracts above the simplified acquisition threshold for the acquisition of launches for science or space exploration activities unrelated to the International Space Station or for acquisitions for science or space exploration activities that are not related to the International Space Station but involve a launch. If a science or space exploration activity is in support of the International Space Station, the contracting officer shall insert the clause prescribed by paragraph (c) of this section and designate its application to that particular launch.

(c) The contracting officer shall insert the clause at 1852.228-76, Cross-Waiver of Liability for International Space Station Activities, in solicitations and contracts above the simplified acquisition threshold when the work to be performed involves Protected Space Operations, as that term is defined in the clause, relating to the International Space Station.

(d) At the contracting officer's discretion, the clauses prescribed by paragraphs (b) and (c) of this section may be used in solicitations, contracts, new work modifications, or extensions to existing contracts under the simplified acquisition threshold involving science or space exploration activities unrelated to the International Space Station, or International Space Station activities, respectively, in appropriate circumstances. Examples of such circumstances are when the value of contractor property on a Government installation used in performance of the contract is significant, or when it is likely that the contractor or subcontractor will have its valuable property exposed to risk or damage caused by other participants in the science or space exploration activities unrelated to the International Space Station, or International Space Station activities.

1828.372 Clause for minimum insurance coverage.

In accordance with [FAR 28.306\(b\)](#) and [28.307](#), the contracting officer may insert a clause substantially as stated at [1852.228-75](#), Minimum Insurance Coverage, in fixed-price solicitations and contracts requiring performance on a government installation and in cost-reimbursement contracts. The contracting officer may modify the clause to require additional coverage, such as vessel liability, and higher limits if appropriate for a particular acquisition.

PART 1852
SOLICITATION PROVISIONS AND CONTRACT CLAUSES

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PART 1852

SOLICITATION PROVISIONS AND CONTRACT CLAUSES

1852.000 Scope of part.

This part, in conjunction with FAR Part 52, (a) sets forth the provisions and clauses prescribed in the NFS, (b) gives instructions for their use, and (c) presents a matrix listing the provisions and clauses applicable to each principal contract type and/or purpose (e.g., fixed-price supply, cost-reimbursement research and development).

Subpart 1852.1--Instructions for Using Provisions and Clauses

1852.101 Using Part 52.

(b)(2)(i)(B) NASA contracting offices prescribing or developing clauses shall ensure that the requirements of Subpart 1801.3 are met.

(e)(1) The NFS matrix in Subpart 1852.3 is formatted similarly to that in the FAR. The first page of the NFS matrix contains a key to column headings, a dollar threshold chart, and requirement symbols. To fully determine the applicability of a provision or clause in the "required-when-applicable" and "optional" categories, Contracting Officers shall refer to the NFS text (cited in the matrix) that prescribes its use.

(4) The NFS matrix may be reproduced by field installations for the purpose of supplementing it with installation-developed provisions and clauses.

1852.103 Identification of provisions and clauses.

(b) Provisions and clauses prescribed by a field installation to satisfy its needs shall be identified as stated in paragraphs (b)(i) and (ii) of this section. Articles, formats, and similar language shall be treated as provisions and clauses for purposes of this section 1852.103.

(i) A provision or clause shall be numbered using a prefix, a base, and a suffix. The prefix shall be an alphabetical abbreviation of the installation name (e.g., ARC, DFRRC, GRC, GSFC, JSC, KSC, LARC, MSFC, SSC, or SSPO). The base shall be a numeric value beginning with "52.2," with the next two digits corresponding to the number of the FAR or NFS subject part to which the provision or clause relates. The suffix shall be a hyphen and sequential number assigned within each part. NASA installations shall use suffix numbers from -90 to -199. For example, the first Johnson Space Center (JSC) provision or clause relating to Part 36 of the FAR or NFS shall be JSC 52.236-90, the second JSC 52.236-91, and so forth. Provisions and clauses shall be dated in accordance with FAR 52.101(f).

(ii) Contracting officers shall identify provisions and clauses as in the following examples:

(A) *1.2 BID ENVELOPES (GSFC 52.214-90) (AUGUST 1987)* This example is applicable when identifying the title of provisions and clauses in solicitations and contracts using the uniform contract format (UCF). The first number ("1.2") designates the UCF section and the sequential clause within that section. "GSFC 52.214-90" specifies the clause number.

(B) *GSFC 52.214-90--Bid Envelopes (AUGUST 1987)* This example is applicable in all instances in which the provision or clause citation is not associated with the UCF number.

(c) Contracting officers shall not number provisions and clauses developed for individual acquisitions only. For example, "F.3 Delivery Procedures for Special Hardware" cites the third clause in Section F of a contract using the UCF, but has no clause number or date identified with it, indicating that the clause was developed for the particular contract it appears in.

1852.103-70 Identification of modified provisions and clauses.

When a FAR clause or provision is included in a solicitation or contract and the NFS prescribes a modification, the title line shall identify the modification as shown below. This format shall be used both for incorporation by reference and when using full text.

"52.232-28 Electronic Funds Transfer Payment Methods (APR 1989)--as modified by NASA FAR Supplement 1832.908(a)"

1852.104 Procedures for modifying and completing provisions and clauses.

NFS provisions and clauses shall not be modified unless authorized by the NFS. When authorized, contracting officers must comply with the procedures in FAR 52.104.

Subpart 1852.2--Text of Provisions and Clauses

1852.203-70 Display of Inspector General Hotline Posters.

As prescribed in 1803.7001, insert the following clause:

DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUNE 2001)

(a) The Contractor shall display prominently in common work areas within business segments performing work under this contract, Inspector General Hotline Posters available under paragraph (b) of this clause.

(b) Inspector General Hotline Posters may be obtained from NASA Office of Inspector General, Code W, Washington, DC, 20546-0001, (202) 358-1220.

(End of clause)

1852.204-75 Security Classification Requirements.

As prescribed in 1804.404-70, insert the following clause:

SECURITY CLASSIFICATION REQUIREMENTS (SEPTEMBER 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of _____ [insert the applicable security clearance level]. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment ____ [Insert the attachment number of the DD Form 254].

(End of clause)

1852.204-76 Security Requirements for Unclassified Information Technology Resources.

As prescribed in 1804.470-4(a), insert the following clause:

SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JANUARY 2011)

(a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at:

<http://www.nasa.gov/offices/ocio/itsecurity/index.html>. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan--This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.

(4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at <https://itsecurity.nasa.gov/policies/index.html>.

(d) The contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract in accordance with retention documentation available in the ADL. The contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

(f) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

1852.208-81 Restrictions on Printing and Duplicating.

As prescribed in 1808.870, insert the following clause:

**RESTRICTIONS ON PRINTING AND DUPLICATING
(NOVEMBER 2004)**

(a) The Contractor may duplicate or copy any documentation required by this contract in accordance with the provisions of the Government Printing and Binding Regulations, No. 26, S. Pub 101-9, U.S. Government Printing Office, Washington, DC, 20402, published by the Joint Committee on Printing, U.S. Congress.

(b) The Contractor shall not perform, or procure from any commercial source, any printing in connection with the performance of work under this contract. The term "printing" includes the processes of composition, platemaking, presswork, duplicating, silk screen processes, binding, microform, and the end items of such processes and equipment.

(c) The Contractor is authorized to duplicate or copy production units provided the requirement does not exceed 5,000 production units of any one page or 25,000 units in the aggregate of multiple pages. Such pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. A "production unit" is one sheet, size 8-1/2 x 11 inches (215 x 280 mm), one side only, and one color ink.

(d) This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as a part of this contract, or administrative duplicating/copying (for example, necessary forms and instructional materials used by the Contractor to respond to the terms of the contract).

(e) Costs associated with printing, duplicating, or copying in excess of the limits in paragraph (c) of this clause are unallowable without prior written approval of the Contracting Officer. If the Contractor has reason to believe that any activity required in fulfillment of the contract will necessitate any printing or substantial duplicating or copying, it immediately shall provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with the provisions of the Government Printing and Binding Regulations, NFS 1808.802, and NPR 1490.5, NASA Procedural Requirements for Printing, Duplicating, and Copying Management.

(f) The Contractor shall include in each subcontract which may involve a requirement for any printing, duplicating, and copying in excess of the limits specified in paragraph (c) of this clause, a provision substantially the same as this clause, including this paragraph (f).

(End of clause)

1852.209-70 Product Removal from Qualified Products List.

As prescribed in 1809.206-71, insert the following clause:

**PRODUCT REMOVAL FROM QUALIFIED PRODUCTS LIST
(DECEMBER 1988)**

If, during the performance of this contract, the product being furnished is removed from the Qualified Products List for any reason, the Government may terminate the contract for Default pursuant to the default clause of the contract.

(End of clause)

1852.209-71 Limitation of Future Contracting.

As prescribed in 1809.507-2, the contracting officer may insert a clause substantially as follows in solicitations and contracts, in compliance with FAR 9.507-2:

LIMITATION OF FUTURE CONTRACTING

(DECEMBER 1988)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is [describe the conflict].

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

1852.209-72 Composition of the Contractor.

As prescribed in 1809.670, insert the following clause:

COMPOSITION OF THE CONTRACTOR

(DECEMBER 1988)

If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable under this contract.

(End of clause)

1852.211-70 Packaging, Handling, and Transportation

As prescribed in 1811.404-70, insert the following clause:

PACKAGING, HANDLING, AND TRANSPORTATION

(SEPTEMBER 2005)

(a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

any remaining parts of it, and, if the Contractor incurs additional costs as a result of such disposition, a further equitable adjustment shall be made in the amount due to the Contractor.

(j)(1) If the Contractor is at any time reimbursed or compensated by any third person for any damage, loss, or destruction of any aircraft, the risk of which has been assumed by the Government under this clause and for which the Contractor has been compensated by the Government, it shall equitably reimburse the Government.

(2) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such damage, loss, or destruction and, upon the request of the Contracting Officer, shall at the Government's expense furnish to the Government all reasonable assistance and cooperation (including the prosecution of suits and the execution of instruments of assignment or subrogation in favor of the Government) in obtaining recovery.

(End of clause)

1852.228-71 Aircraft Flight Risks.

As prescribed in 1828.311-270, insert the following clause:

AIRCRAFT FLIGHT RISKS (DECEMBER 1988)

(a) Notwithstanding any other provision of this contract (particularly paragraph (g) of the Government Property (Cost- Reimbursement, Time-and-Materials, or Labor-Hour Contracts) clause and paragraph (c) of the Insurance--Liability to Third Persons clause), the Contractor shall not (1) be relieved of liability for damage to, or loss or destruction of, aircraft sustained during flight or (2) be reimbursed for liabilities to third persons for loss of or damage to property or for death or bodily injury caused by aircraft during flight, unless the flight crew members have previously been approved in writing by the Contracting Officer.

(b) For the purposes of this clause--

(1) Unless otherwise specifically provided in the Schedule, **"aircraft"** includes any aircraft, whether furnished by the Contractor under this contract (either before or after Government acceptance) or furnished by the Government to the Contractor under this contract, including all Government property placed or installed or attached to the aircraft, unless the aircraft and property are covered by a separate bailment agreement.

(2) **"Flight"** includes any flight demonstration, flight test, taxi test, or other flight made in the performance of this contract, or for the purpose of safeguarding the aircraft, or previously approved in writing by the Contracting Officer.

(i) With respect to land-based aircraft, flight commences with the taxi roll from a flight line and continues until the aircraft has completed the taxi roll to a flight line.

(ii) With respect to sea-planes, flight commences with the launching from a ramp and continues until the aircraft has completed its landing run and is beached at a ramp.

(iii) With respect to helicopters, flight commences upon engagement of the rotors for the purpose of take-off and continues until the aircraft has returned to the ground and rotors are disengaged.

(iv) With respect to vertical take-off aircraft, flight commences upon disengagement from any launching platform or device and continues until the aircraft has been re-engaged to any launching platform or device.

(3) "**Flight crew members**" means the pilot, copilot, and, unless otherwise specifically provided in the Schedule, the flight engineer and navigator when required or assigned to their respective crew positions to conduct any flight on behalf of the Contractor.

(c)(1) If any aircraft is damaged, lost, or destroyed during flight and the amount of the damage, loss, or destruction exceeds \$100,000 or 20 percent of the estimated cost, exclusive of any fee, of this contract, whichever is less, and if the Contractor is not liable for the damage, loss, or destruction under the Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) clause of this contract or under paragraph (a) of this clause, an equitable adjustment for any resulting repair, restoration, or replacement required under this contract shall be made (i) in the estimated cost, the delivery schedule, or both and (ii) in the amount of any fee to be paid to the Contractor, and the contract shall be modified in writing accordingly.

(2) In determining the amount of adjustment in the fee that is equitable, any fault of the Contractor, its employees, or any subcontractor that materially contributed to the damage, loss, or destruction shall be taken into consideration.

(End of clause)

1852.228-73 Bid Bond.

As prescribed in 1828.101-70, insert the following provision:

**BID BOND
(OCTOBER 1988)**

(a) Each bidder shall submit with its bid a bid bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in Federal Acquisition Regulation clause [52.228-1](#), in the amount of twenty percent (20%) of the bid price, or \$3 million, whichever is the lower amount.

(b) Bid bonds shall be dated the same date as the bid or earlier.

(End of provision)

1852.228-75 Minimum Insurance Coverage.

As prescribed in 1828.372, insert the following clause:

**MINIMUM INSURANCE COVERAGE
(OCTOBER 1988)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the

United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

1852.228-76 Cross-Waiver of Liability for International Space Station Activities.

As prescribed in 1828.371(c) and (d), insert the following clause:

**CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION
ACTIVITIES
(OCTOBER 2012J)**

(a) The Intergovernmental Agreement Among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America concerning Cooperation on the Civil International Space Station (IGA) for the International Space Station (ISS) contains a cross-waiver of liability provision to encourage participation in the exploration, exploitation, and use of outer space through the ISS. The objective of this clause is to extend this cross-waiver of liability to NASA contracts in the interest of encouraging participation in the exploration, exploitation, and use of outer space through the International Space Station (ISS). The Parties intend that this cross-waiver of liability be broadly construed to achieve this objective.

(b) As used in this clause, the term:

(1) "Agreement" refers to any NASA Space Act agreement that contains the cross-waiver of liability provision authorized by 14 CFR Part 1266.102.

(2) "Damage" means:

- (i) Bodily injury to, or other impairment of health of, or death of, any person;
- (ii) Damage to, loss of, or loss of use of any property;
- (iii) Loss of revenue or profits; or
- (iv) Other direct, indirect, or consequential Damage.

(3) "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries Payloads or persons, or both.

(4) "Partner State" includes each Contracting Party for which the IGA has entered into force, pursuant to Article 25 of the IGA or pursuant to any successor agreement. A Partner State includes its Cooperating Agency. It also includes any entity specified in the Memorandum of

Understanding (MOU) between NASA and the Government of Japan to assist the Government of Japan's Cooperating Agency in the implementation of that MOU.

(5) "Party" means a party to a NASA Space Act agreement involving activities in connection with the ISS and a party that is neither the prime contractor under this contract nor a subcontractor at any tier.

(6) "Payload" means all property to be flown or used on or in a Launch Vehicle or the ISS.

(7) "Protected Space Operations" means all Launch or Transfer Vehicle activities, ISS activities, and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of the IGA, MOUs concluded pursuant to the IGA, implementing arrangements, and contracts to perform work in support of NASA's obligations under these Agreements. It includes, but is not limited to:

(i) Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch or Transfer Vehicles, the ISS, Payloads, or instruments, as well as related support equipment and facilities and services; and

(ii) All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services. "Protected Space Operations" also includes all activities related to evolution of the ISS, as provided for in Article 14 of the IGA. "Protected Space Operations" excludes activities on Earth which are conducted on return from the ISS to develop further a Payload's product or process for use other than for ISS-related activities in implementation of the IGA.

(8) "Related Entity" means:

(i) A contractor or subcontractor of a Party or a Partner State at any tier;

(ii) A user or customer of a Party or a Partner State at any tier; or

(iii) A contractor or subcontractor of a user or customer of a Party or a Partner State at any tier. The terms "contractor" and "subcontractor" include suppliers of any kind.

(9) "Transfer Vehicle" means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A Transfer Vehicle also includes a vehicle that departs from and returns to the same location on a space object.

(c) Cross-waiver of liability:

(1) The Contractor agrees to a cross-waiver of liability pursuant to which it waives all claims against any of the entities or persons listed in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:

(i) A Party as defined in (b)(5) of this clause;

(ii) A Partner State other than the United States of America;

(iii) A Related Entity of any entity identified in paragraph (c)(1)(i) or (c)(1)(ii) of this clause; or

(iv) The employees of any of the entities identified in paragraphs (c)(1)(i) through (c)(1)(iii) of this clause.

(2) In addition, the contractor shall, by contract or otherwise, extend the cross-waiver of liability set forth in paragraph (c)(1) of this clause to its subcontractors at any tier by requiring them, by contract or otherwise, to:

(i) Waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause; and

(ii) Require that their subcontractors waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause.

(3) For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the *Convention on International Liability for Damage Caused by Space Objects*, which entered into force on September 1, 1972, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

(4) Notwithstanding the other provisions of this clause, this cross-waiver of liability shall not be applicable to:

(i) Claims between the Government and its own contractors or between its own contractors and subcontractors;

(ii) Claims made by a natural person, his/her estate, survivors or subrogees (except when a subrogee is a Party to an Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health of, or death of, such person;

(iii) Claims for Damage caused by willful misconduct;

(iv) Intellectual property claims;

(v) Claims for Damage resulting from a failure of the contractor to extend the cross-waiver of liability to its subcontractors and related entities, pursuant to paragraph (c)(2) of this clause;

(vi) Claims by the Government arising out of or relating to the contractor's failure to perform its obligations under this contract.

(5) Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.

(6) This cross-waiver shall not be applicable when 49 U.S.C. Subtitle IX, Chapter. 701 is applicable.

(End of clause)

1852.228-78 Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station.

As prescribed in 1828.371(b) and (d), insert the following clause:

**CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION
ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION
(OCTOBER 2012)**

(a) The purpose of this clause is to extend a cross-waiver of liability to NASA contracts for work done in support of Agreements between Parties involving Science or Space Exploration activities that are not related to the International Space Station (ISS) but involve a launch. This cross-waiver of liability shall be broadly construed to achieve the objective of furthering participation in space exploration, use, and investment.

(b) As used in this clause, the term:

(1) "Agreement" refers to any NASA Space Act agreement that contains the cross-waiver of liability provision authorized in 14 CFR Part 1266.104.

(2) "Damage" means:

- (i) Bodily injury to, or other impairment of health of, or death of, any person;
- (ii) Damage to, loss of, or loss of use of any property;
- (iii) Loss of revenue or profits; or
- (iv) Other direct, indirect, or consequential Damage;

(3) "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries Payloads or persons, or both.

(4) "Party" means a party to a NASA Space Act agreement for Science or Space Exploration activities unrelated to the ISS that involve a launch and a party that is neither the prime contractor under this contract nor a subcontractor at any tier hereof.

(5) "Payload" means all property to be flown or used on or in a Launch Vehicle.

(6) "Protected Space Operations" means all Launch or Transfer Vehicle activities and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of an Agreement for Science or Space Exploration activities unrelated to the ISS that involve a launch. Protected Space Operations begins at the signature of the Agreement and ends when all activities done in implementation of the Agreement are completed. It includes, but is not limited to:

(i) Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch or Transfer Vehicles, Payloads, or instruments, as well as related support equipment and facilities and services; and

(ii) All activities related to ground support, test, training, simulation, or guidance and control equipment, and related facilities or services.

Protected Space Operations excludes activities on Earth which are conducted on return from space to develop further a payload's product or process other than for the activities within the scope of an Agreement.

(7) "Related entity" means:

- (i) A contractor or subcontractor of a Party at any tier;
- (ii) A user or customer of a Party at any tier; or
- (iii) A contractor or subcontractor of a user or customer of a Party at any tier.

The terms "contractors" and "subcontractors" include suppliers of any kind.

(8) "Transfer Vehicle" means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A Transfer Vehicle also includes a vehicle that departs from and returns to the same location on a space object.

(c) Cross-waiver of liability:

(1) The Contractor agrees to a waiver of liability pursuant to which it waives all claims against any of the entities or persons listed in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:

- (i) A Party;

(ii) A Party to another NASA Agreement or contract that includes flight on the same Launch Vehicle;

(iii) A Related Entity of any entity identified in paragraphs (c)(1)(i) or (c)(1)(ii) of this clause; or

(iv) The employees of any of the entities identified in (c)(1)(i) through (iii) of this clause.

(2) The Contractor agrees to extend the cross-waiver of liability as set forth in paragraph (c)(1) of this clause to its own subcontractors at all tiers by requiring them, by contract or otherwise, to:

(i) Waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause; and

(ii) Require that their Related Entities waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause.

(3) For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the *Convention on International Liability for Damage Caused by Space Objects*, entered into force on 1 September 1972, in which the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

(4) Notwithstanding the other provisions of this clause, this cross-waiver of liability shall not be applicable to:

(i) Claims between the Government and its own contractors or between its own contractors and subcontractors;

(ii) Claims made by a natural person, his/her estate, survivors, or subrogees (except when a subrogee is a Party to an Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health, or death of such person;

(iii) Claims for Damage caused by willful misconduct;

(iv) Intellectual property claims;

(v) Claims for damages resulting from a failure of the contractor to extend the cross-waiver of liability to its subcontractors and related entities, pursuant to paragraph (c)(2) of this clause; or

(vi) Claims by the Government arising out of or relating to a contractor's failure to perform its obligations under this contract.

(5) Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.

(6) This cross-waiver shall not be applicable when 49 U.S.C. Subtitle IX, Chapter 701 is applicable.

(End of clause)

1852.228-80 Insurance — Immunity From Tort Liability.

As prescribed in 1828.311-270(b), insert the following provision:

INSURANCE — IMMUNITY FROM TORT LIABILITY (SEPTEMBER 2000)

If the offeror is partially or totally immune from tort liability to third persons as a State agency or as a charitable institution, the offeror will include in its offer a representation to that effect. When the successful offeror represented in its offer that it is immune from tort liability, the following clause(s) will be included in the resulting contract:

(a) When the offeror represents that it is *partially* immune from tort liability to third persons as a State agency or as a charitable institution, the clause at [FAR 52.228-7](#), Insurance — Liability To Third Persons, and the associated NFS clause 1852.228-81, Insurance — Partial Immunity From Tort Liability, will be included in the contract.

(b) When the offeror represents that it is *totally* immune from tort liability to third persons as a State agency or as a charitable institution, the clause at NFS 1852.228-82, Insurance — Total Immunity From Tort Liability, will be included in the contract.

(End of provision)

1852.228-81 Insurance — Partial Immunity From Tort Liability.

As prescribed in 1828.311-270(c), insert the following clause:

**INSURANCE — PARTIAL IMMUNITY FROM TORT LIABILITY
(SEPTEMBER 2000)**

(a) Except as provided for in paragraph (b) of this clause, the Government does not assume any liability to third persons, nor will the Government reimburse the Contractor for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract; and

(b) The Contractor need not provide or maintain insurance coverage as required by paragraph (a) of FAR clause [52.228-7](#), Insurance — Liability To Third Persons, provided that the Contractor may obtain any insurance coverage deemed necessary, subject to approval by the Contracting Officer as to form, amount, and duration. The Contractor shall be reimbursed for the cost of such insurance and, to the extent provided in paragraph (c) of FAR clause [52.228-7](#), for liabilities to third persons for which the contractor has obtained insurance coverage as provided in this paragraph, but for which such coverage is insufficient in amount.

(End of clause)

1852.228-82 Insurance — Total Immunity From Tort Liability.

As prescribed in 1828.311-270(d), insert the following clause:

**INSURANCE — TOTAL IMMUNITY FROM TORT LIABILITY
(SEPTEMBER 2000)**

(a) The Government does not assume any liability to third persons, nor will the Government reimburse the Contractor for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract under this contract.

(b) If any suit or action is filed, or if any claim is made against the Contractor, the cost and expense of which may be reimbursable to the contractor under this contract, the Contractor will immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received by the Contractor. The Contractor will, if required by the Government, authorize Government representatives to settle or defend the claim and to represent the contractor in or take charge of any litigation. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

(End of clause)

1852.231-70 Precontract Costs.

As prescribed in 1831.205-70, insert the following clause:

PRECONTRACT COSTS

(JUNE 1995)

The Contractor shall be entitled to reimbursement for costs incurred on or after _____ in an amount not to exceed \$_____ that, if incurred after this contract had been entered into, would have been reimbursable under this contract.

(End of clause)

1852.231-71 Determination of Compensation Reasonableness.

As prescribed at 1831.205-671, insert the following provision.

DETERMINATION OF COMPENSATION REASONABLENESS

(MARCH 1994)

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at [FAR 52.222-46](#), "Evaluation of Compensation for Professional Employees."

(b) The offeror shall provide written support to demonstrate that its proposed compensation is reasonable.

(c) The offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.

(d) The offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

(End of provision)

1852.232-70 NASA Modification of [FAR 52.232-12](#).

As prescribed at 1832.412-70, make the following modifications:

NASA MODIFICATION OF FAR 52.232-12

(MARCH 1998)

(a) **Basic Clause.** (1) In paragraph (e), Maximum Payment, in the sentence that begins "When the sum of," change the word "When" to lower case and insert before it: "Unliquidated advance payments shall not exceed \$..... at any time outstanding. In addition...."

(2) In paragraph (m)(1), delete "in the form prescribed by the administering office" and substitute "and Standard Form 272, Federal Cash Transactions Report, and, if appropriate, Standard Form 272-A, Federal Cash Transactions Report Continuation."

(b) **Alternate II (if incorporated in the contract).** In paragraph (e), Maximum Payment, in the sentence that begins "When the sum of," change the word "When" to lower case and insert before it: "Unliquidated advance payments shall not exceed \$..... at any time outstanding. In addition...."

(c) **Alternate V (if incorporated in the contract).** (1) Substitute the following for paragraph (b): "(b) Use of funds. The Contractor may use advance payment funds only to pay for properly allocable, allowable, and reasonable costs for direct materials, direct labor, indirect costs, or such other costs approved in writing by the administering contracting office. Payments are subject to any restrictions in other clauses of this contract. Determinations of whether costs are properly allocable, allowable, and reasonable shall be in accordance with generally accepted accounting principles, subject to any applicable subparts of [Part 31](#) of the Federal Acquisition Regulation, other applicable regulations referenced in Part 31, or Subpart 1831.2."

(2) In paragraph (d), Maximum Payment, in the sentence that begins "When the sum of," change the word "When" to lower case and insert before it: "Unliquidated advance payments shall not exceed \$..... at any time outstanding. In addition...."

(3) In paragraph (j)(1), insert between "statements," and "and" "together with Standard Form 272, Federal Cash Transactions Report, and, if appropriate, Standard Form 272-A, Federal Cash Transactions Report Continuation"

(4) If this is a Phase I contract awarded under the SBIR or STTR programs, delete paragraph (a) and substitute the following: "(a) Requirements for payment. Advance payments will be made under this contract upon receipt of invoices from the Contractor. Invoices should be clearly marked "Small Business Innovation Research Contract" or "Small Business Technology Transfer Contract," as appropriate, to expedite payment processing. One-third of the total contract price will be available to be advanced to the contractor immediately after award, another one-third will be advanced three months after award, and the final one-third will be paid upon acceptance by NASA of the Contractor's final report. By law, full payment must be made no later than 12 months after the date that contract requirements are completed. The Contractor shall flow down the terms of this clause to any subcontractor requiring advance payments."

(End of clause)

1852.232-77 Limitation of Funds (Fixed- Price Contract).

As prescribed in 1832.705-270(a), insert the following clause. Contracting officers are authorized, in appropriate cases, to revise clause paragraphs (a), (b), and (g) to specify the work required under the contract, in lieu of using contract item numbers. The 60-day period may be varied from 30 to 90 days, and the 75 percent from 75 to 85 percent:

LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)

(MARCH 1989)

(a) Of the total price of items ____ through ____, the sum of \$ ____ is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

| SCHEDULE FOR ALLOTMENT OF FUNDS | |
|--|----------------|
| Date | Amounts |

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not

obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until ____.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

1852.232-79 Payment for On-Site Preparatory Costs

As prescribed in 1832.111-70, insert the following clause:

**PAYMENT FOR ON-SITE PREPARATORY COSTS
(SEPTEMBER 1987)**

Costs associated with on-site preparatory work (start-up or set-up costs) will be prorated over all work activities of a Critical Path Method (CPM) network or Progress Chart against which progress payments will be sought. Separate payment for on-site preparatory costs will not be made by the Government.

(End of clause)

1852.232-81 Contract Funding.

As prescribed in 1832.705-270(b), insert the following clause:

**CONTRACT FUNDING
(JUNE 1990)**

[illegible]

| Clause/ Provision Number | Title | Date | Prescribed In | P or C | UCF | IBR or FT | Fill In | Mod or Sub | App Dev | FP SUP | CR SUP | FP R&D | CR R&D | FP SVC | CR SVC | FP CON | CR CON | T&M LH | A&E | ID DEL | TRN | SAP | CI |
|--------------------------------|--|------------|-------------------------|--------------|-----|-----------------|------------|------------------|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----|-----------|-----|-----|----|
| 1852.213-70 | Alternate II | (MAR 2004) | 1813.302-570(a)(2)(ii) | P | K | IBR | X | | | | | | | | | | | | | | | A | |
| 1852.213-70 | Alternate III | (MAR 2004) | 1813.302-570(a)(2)(iii) | P | K | IBR | X | | | | | | | | | | | | | | | A | |
| 1852.213-71 | Evaluation Other Than Commercial Items | (JUN 2002) | 1813.302-570(b) | P | L | IBR | X | X | | | | | | | | | | | | | | O | |
| 1852.214-70 | Caution to Offerors Furnishing Descriptive Literature | (DEC 1988) | 1814.201-670(a) | P | L | IBR | | | | A | | | | A | | A | | | | A | | | |
| 1852.214-71 | Grouping for Aggregate Award | (MAR 1989) | 1814.201-670(c) | P | M | IBR | X | | | A | O | | | A | O | A | | O | | A | A | | A |
| 1852.214-72 | Full Quantities | (DEC 1988) | 1814.201-670(b) | P | M | IBR | | | | A | O | | | A | O | A | | O | | A | A | | A |
| 1852.215-77 | Preproposal/Pre-Bid Conference | (DEC 1988) | 1815.209-70(a) | P | L | | X | | | A | A | A | A | A | A | A | A | A | | A | A | | |
| 1852.215-78 | Make or Buy Program Requirements | (FEB 1998) | 1815.408-70(a) | P | L | IBR | | | | A | A | A | A | A | A | | | A | | A | | | |
| 1852.215-79 | Price Adjustment for "Make-or-Buy" Changes | (DEC 1988) | 1815.408-70(b) | C | I | IBR | X | | | A | A | A | A | A | A | | | A | | A | | | |
| 1852.215-81 | Proposal Page Limitations | (FEB 1998) | 1815.209-70(d), | P | L | IBR | X | | | A | A | A | A | A | A | A | A | A | | A | A | A | |
| 1852.215-84 | Ombudsman | (NOV 2011) | 1815.7003 | C | I | IBR | | | | R | R | R | R | R | R | R | R | R | | R | R | R | R |
| 1852.215-84 | Alternate I | (JUN 2000) | 1815.7003 | C | I | IBR | | | | A | A | A | A | A | A | A | A | A | | R | A | A | A |
| 1852.216-73 | Estimated Cost and Cost Sharing | (DEC 1991) | 1816.307-70(a) | C | B | FT | X | | | | | | A | | | | | | | | | | |
| 1852.216-74 | Estimated Cost and Fixed Fee | (DEC 1991) | 1816.307-70 (b) | C | B | FT | X | | | | O | | O | | O | | O | | | | | | |
| 1852.216-75 | Payment of Fixed Fee | (DEC 1988) | 1816.307-70 (c) | C | G | IBR | | X | | | O | | O | | O | | O | | | | | | |
| 1852.216-76 | Award Fee for Service Contracts | (APR 2012) | 1816.406-70 (a) | C | G | FT | X | | | | | A | A | A | A | | | A | A | A | | | |
| 1852.216-77 | Award Fee for End Item Contracts | (APR 2012) | 1816.406-70 (b) | C | G | FT | X | X | | A | A | A | A | | | A | A | | | A | | | |
| 1852.216-78 | Firm Fixed Price | (DEC 1988) | 1816.202-70 | C | B | FT | X | | | A | | A | | A | | A | | A | | | | | |
| 1852.216-80 | Task Ordering Procedure | (OCT 1996) | 1816.506-70 | C | I | IBR | X | - | | O | O | O | O | O | O | O | O | O | | O | O | | |
| 1852.216-80 | Alternate I | (OCT 1996) | 1816.506-70 | C | I | IBR | | - | | O | O | O | O | O | O | O | O | O | | O | O | | |

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|--------------------------------|--|------------|-----------------------------|--------------|-----|-----------------|------------|------------------|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----|-----------|-----|-----|----|
| 1852.216-81 | Estimated Cost | (DEC 1988) | 1816.307-70(d) | C | B | IBR | X | | | | A | | A | | A | | A | A | | | | | |
| 1852.216-83 | Fixed Price Incentive | (OCT 1996) | 1816.406-70(c) | C | B | FT | X | X | | O | | | | O | | O | | O | | | | O | |
| 1852.216-84 | Estimated Cost and Incentive Fee | (OCT 1996) | 1816.406-70(d) | C | B | FT | X | | | | O | | O | | O | | O | | | | | | |
| 1852.216-85 | Estimated Cost and Award Fee | (SEP 1993) | 1816.406-70(e) | C | B | FT | X | | | | O | | O | | O | | O | | | | | | |
| 1852.216-85 | Alternate I | (SEP 1993) | 1816.406-70(e) | C | B | FT | X | | | | O | | O | | O | | O | | | | | | |
| 1852.216-87 | Submission of Vouchers for Payment | (MAR 1998) | 1816.307-70(e) | C | G | IBR | X | | | | O | | O | | O | | O | O | | | | | |
| 1852.216-88 | Performance Incentive | (JAN 1997) | 1816.406-70(f) | C | B | IBR | X | X | | | O | | O | | | | | | | | | | |
| 1852.216-89 | Assignment and Release Forms | (JUL 1997) | 1816.307-70(f) | C | I | IBR | | | | | A | | A | | A | | A | A | | A | A | | |
| 1852.217-70 | Property Administration and Reporting | (DEC 2005) | 1817.7004-6 and 1817.7005-3 | C | NA | IBR | | | | | | | | | | | | | | | | | |
| 1852.217-71 | Phased Acquisition Using Down-Selection Procedures | (NOV 2011) | 1817.7302(a) | C | I | IBR | X | X | | | | | A | | | | | | | | | | |
| 1852.217-72 | Phased Acquisition Using Progressive Competition Down-Selection Procedures | (NOV 2011) | 1817.7302(b) | C | I | IBR | X | X | | | | | A | | | | | | | | | | |
| 1852.219-73 | Small Business Subcontracting Plan | (MAY 1999) | 1819.708-70(a) | P | L | IBR | X | | | A | A | A | A | A | A | A | A | A | | A | A | | |
| 1852.219-74 | Use of Rural Area Small Businesses | (SEP 1990) | 1819.7103 | C* | I | IBR | | | | A | A | A | A | A | A | A | A | A | | A | A | | |
| 1852.219-75 | Business Subcontracting Reporting | (MAY 1999) | 1819.708-70(b) | C* | I | IBR | | | | A | A | A | A | A | A | A | A | A | | A | A | | A |
| 1852.219-76 | NASA 8 Percent Goal | (JUL 1997) | 1819.7003 | C | I | IBR | | | | R | R | R | R | R | R | R | R | R | | R | R | | R |
| 1852.219-77 | NASA Mentor-Protégé Program | (MAY 2009) | 1819.7215 | C | I | IBR | | | | A | A | A | A | A | A | A | A | A | | A | A | | |
| 1852.219-79 | Mentor Requirements and Evaluation | (MAY 2009) | 1819.7215 | C | I | IBR | | | | A | A | A | A | A | A | A | A | A | | A | A | | |
| 1852.219-80 | Limitation on Subcontracting -- SBIR Phase I Program | (OCT 2006) | 1819.7302(a) | C | I | IBR | | | | A | A | A | A | A | A | A | A | A | | A | A | A | |

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|--------------------------------|--|------------------------------------|-----------------------|--------------|-----|-----------------|------------|------------------|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----|-----------|-----|-----|----|
| 1852.219-81 | Limitation on Subcontracting -- SBIR Phase II Program | (OCT 2006) | 1819.7302(b) | C | I | IBR | | | | A | A | A | A | A | A | A | A | A | | A | A | A | |
| 1852.219-82 | Limitation on Subcontracting -- STTR Program | (OCT 2006) | 1819.7302(c) | C | I | IBR | | | | A | A | A | A | A | A | A | A | A | | A | A | A | |
| 1852.219-83 | Limitation of the Principal Investigator -- SBIR Program | (OCT 2006) | 1819.7302(d) | C | I | IBR | X | | | A | A | A | A | A | A | A | A | A | | A | A | A | |
| 1852.219-84 | Limitation of the Principal Investigator -- STTR Program | (OCT 2006) | 1819.7302(e) | C | I | IBR | X | | | A | A | A | A | A | A | A | A | A | | A | A | A | |
| 1852.219-85 | Conditions for Final Payment --SBIR and STTR Contracts | (OCT 2006) | 1819.7302 (f) | C | I | IBR | X | | | A | A | A | A | A | A | A | A | A | | A | A | A | |
| 1852.223-70 | Safety and Health | (APR 2002) | 1823.7001(a) | C* | H | IBR | | | | | A | A | A | A | A | A | A | A | A | A | A | A | A |
| 1852.223-71 | Frequency Authorization | (DEC 1988) | 1823.7101 | C* | G | IBR | | | | A | A | A | A | A | A | A | A | A | A | A | A | A | A |
| 1852.223-72 | Safety and Health (Short Form) | (APR 2002) | 1823.7001(e) | C | H | IBR | | | | A | A | A | A | A | A | A | A | A | A | A | A | A | A |
| 1852.223-73 | Safety and Health Plan | (NOV 2004) | 1823.7001(c) | P | L | IBR | | X | | A | A | A | A | A | A | A | A | A | A | A | A | A | A |
| 1852.223-73 | Alternate I | (NOV 2004) | 1823.7001(c) | P | L | IBR | | X | | A | A | | A | A | A | A | A | A | A | A | A | A | A |
| 1852.223-74 | Drug- and Alcohol-Free Workforce | (MAR 1996) | 1823.570-2 | C* | I | IBR | | | | A | A | | A | A | A | A | A | A | A | A | A | | |
| 1852.223-75 | Major Breach of Safety or Security | (FEB 2002) | 1823.7001(d) | C | H | IBR | | | | A | A | A | A | A | A | A | A | A | | A | A | A | A |
| 1852.223-75 | Alternate I | (FEB 2006) | 1823.7001(d)(2) | C | H | IBR | | | | A | A | | A | A | A | A | A | A | | A | A | A | A |
| 1852.223-76 | Federal Automotive Statistical Tool Reporting | (JUL 2003) | 1823.271 and 1851.205 | C | H | IBR | | | | | | | A | A | | | | A | | | A | | |
| 1852.225-8 | Duty-Free Entry of Space Articles | No date— modifies FAR clause | 1825.1101(e) | C | I | IBR | X | | | A | A | A | A | A | A | A | | A | | A | | A | |
| 1852.225-70 | Export Licenses | (FEB 2000) | 1825.1103-70(b) | C | H | IBR | X | | | A | A | A | A | A | A | A | A | A | | A | A | A | |
| 1852.225-70 | Alternate I | (FEB 2000) | 1825.1103-70(b) | C | H | IBR | | | | A | A | A | A | A | A | A | A | A | | A | A | A | |

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|--------------------------------|--|------------------------------------|--------------------|--------------|----------|-----------------|------------|------------------|------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----|-----------|-----|----------|----|
| 1852.225-71 | Restriction on Funding Activity with China | (FEB 2012) | PIC 12-01 | C* | I | FT | | | Yes PIC 12-01 | R | R | R | R | R | R | R | R | R | R | R | R | R | |
| 1852.225-72 | Restriction on funding Activity with China – Representation | (FEB 2012) | PIC 12-01 | P | K | FT | | | Yes PIC 12-01 | R | R | R | R | R | R | R | R | R | R | R | R | R | |
| 1852.227-11 | Patent Rights--Retention by the Contractor (Short Form) | No date— modifies FAR clause | 1827.303-70(a) | C* | I | IBR | | | | | | A | A | A | A | A | A | A | | | | A | |
| 1852.227-14 | Rights in Data--General | No date— modifies FAR clause | 1827.409(a) | C | I | IBR | | | | A | A | A | A | A | A | | | A | | A | A | A | |
| 1852.227-17 | Rights in Data--Special Works | No date— modifies FAR clause | 1827.409(i) | C | I | IBR | | | | A | A | A | A | A | A | O | O | A | | | | A | |
| 1852.227-19 | Commercial Computer Software--Restricted Rights. | No date— modifies FAR clause | 1827.409(k)(i) | C | I | IBR | | | | A | A | A | A | A | A | A | A | A | | A | | A | |
| 1852.227-70 | New Technology | (MAY 2002) | 1827.303-70(b), | C* | G | IBR | | | | | | A | A | A | A | A | A | A | | | | A | |
| 1852.227-71 | Requests for Waiver of Rights to Inventions | (APR 1984) | 1827.303-70(c) | P | L | IBR | | | | | | A | A | A | A | A | A | A | | | | A | |
| 1852.227-72 | Designation of New Technology Representative and Patent Representative | (JUL 1997) | 1827.303-70(d) | C* | G | IBR | X | | | | | A | A | A | A | A | A | A | | | | A | |
| 1852.227-84 | Patent Rights Clauses | (DEC 1989) | 1827.303-70(e) | P | L | IBR | | | | | | A | A | A | A | A | A | A | | | | A | |
| 1852.227-85 | Invention Reporting and Rights--Foreign | (APR 1986) | 1827.303-70(f) | C* | G | IBR | | | | | | | A | A | A | A | A | A | | | | A | |
| 1852.227-86 | Commercial Computer Software--Licensing | (DEC 1987) | 1827.409-70 | C | G | IBR | | | | A | A | A | A | A | A | A | A | A | | A | | A | |
| 1852.228-70 | Aircraft Ground and Flight Risk | (OCT 1996) | 1828.370(a) | C* | H | IBR | | X | | A | | A | | A | | | | A | | A | A | A | |
| 1852.228-71 | Aircraft Flight Risks | (DEC 1988) | 1828.311-270(a) | C | H | IBR | | | | A | A | A | A | A | A | | | A | | A | A | A | |
| 1852.228-73 | Bid Bond | (OCT 1988) | 1828.101-70 | P | L | IBR | | X | | O | O | | O | O | O | A | A | O | | O | O | | |
| 1852.228-75 | Minimum Insurance Coverage | (OCT 1988) | 1828.372 | C | I | IBR | | X | | O | O | O | O | O | O | O | O | O | | O | O | O | |

| Clause/ Provision Number | Title | Date | Prescribed In | P or C | UCF | IBR or FT | Fill In | Mod or Sub | App Dev | FP SUP | CR SUP | FP R&D | CR R&D | FP SVC | CR SVC | FP CON | CR CON | T&M LH | A&E | ID DEL | TRN | SAP | CI |
|--------------------------------|--|-------------|------------------------|--------------|-----|-----------------|------------|------------------|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----|-----------|-----|-----|----|
| 1852.228-76 | Cross-Waiver of Liability for International Space Station Activities | (OCT 2012) | 1828.371(c) and (d) | C* | H | IBR | | | | A | A | A | A | A | A | A | A | A | | A | A | | A |
| 1852.228-78 | Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to International Space Station | (OCT 2012) | 1828.371(b) and (d) | C* | H | IBR | | | | A | A | A | A | A | A | A | A | A | | A | A | | A |
| 1852.228-80 | Insurance--Immunity from Tort Liability | (SEP 2000) | 1828.311-270(b) | P | L | IBR | | | | | | | R | | | | | | | | | | |
| 1852.228-81 | Insurance--Partial Immunity From Tort Liability | (SEP 2000) | 1828.311-270(c) | C | I | IBR | | | | | | | A | | | | | | | | | | |
| 1852.228-82 | Insurance--Total Immunity From Tort Liability | (SEP 2000) | 1828.311-270(d) | C | I | IBR | | | | | | | A | | | | | | | | | | |
| 1852.231-70 | Precontract Costs | (JUN 1995) | 1831.205-70 | C | I | IBR | X | | | | A | | A | | A | | A | A | | A | A | A | |
| 1852.231-71 | Determination of Compensation Reasonableness | (MAR 1994) | 1831.205-671 | P* | L | IBR | | X | | | | A | | A | A | | | | | | | | |
| 1852.232-70 | NASA Modification of FAR 52.232-12 | (MAR 1998) | 1832.412-70 | C | I | IBR | X | | | A | A | A | A | A | A | A | A | A | | A | A | A | |
| 1852.232-77 | Limitation of Funds (Fixed Price Contract) | (MAR 1989) | 1832.705-270(a) | C | H | IBR | X | X | | | | A | | | | | | | | | | | |
| 1852.232-79 | Payment for On-Site Preparatory Costs | (SEP 1987) | 1832.111-70 | C | I | IBR | | | | | | | | | | A | | | | | | | |
| 1852.232-81 | Contract Funding | (JUNE 1990) | 1832.705-270(b) | C | B | IBR | X | X | | | A | | A | | A | | A | | | A | A | | |
| 1852.232-82 | Submission of Requests for Progress Payments | (MAR 1989) | 1832.502-470 | C | G | IBR | | X | | O | | O | | O | | O | | O | | O | O | | |
| 1852.233-70 | Protest to NASA | (OCT 2002) | 1833.106-70 | P | L | IBR | | | | R | R | R | R | R | R | R | R | R | | R | R | A | |
| 1852.234-1 | Notice of Earned Value Management System | (NOV 2006) | 1834.203-70(a) | P | L | IBR | | | | A | A | A | A | A | A | A | A | A | | | | | |
| 1852.234-2 | Earned Value Management System | (NOV 2006) | 1834.203-70(b) | C | I | IBR | | | | A | A | A | A | A | A | A | A | A | | | | | |
| 1852.234-2 | Alternate I | (NOV 2006) | 1834.203-70(b) | C | I | IBR | | | | A | A | A | A | A | A | A | A | A | | | | | |
| 1852.235-70 | Center for Aerospace Information | (DEC 2006) | 1835.070(a) | C | I | IBR | | | | | A | R | R | | | | | A | | | | A | |

| Clause/ Provision Number | Title | Date | Prescribed In | P or C | UCF | IBR or FT | Fill In | Mod or Sub | App Dev | FP SUP | CR SUP | FP R&D | CR R&D | FP SVC | CR SVC | FP CON | CR CON | T&M LH | A&E | ID DEL | TRN | SAP | CI |
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| 1852.242-70 | Technical Direction | (SEP 1993) | 1842.271 | C | G | IBR | | | | | A | | A | | A | | A | A | | A | A | | |
| 1852.242-71 | Travel Outside of the United States | (DEC 1988) | 1842.7002 | C | G | IBR | | | | | | | A | | A | | A | A | | A | A | | |
| 1852.242-72 | Observance of Legal Holidays | (AUG 1992) | 1842.7001(a) | C | H | IBR | | | | A | A | A | A | A | A | A | A | A | | A | A | A | |
| 1852.242-72 | Alternate I | (SEP 1989) | 1842.7001(b) | C* | H | IBR | | X | | O | A | O | A | O | A | O | A | A | | A | A | O | |
| 1852.242-72 | Alternate II | (OCT 2000) | 1842.7001(c) | C | H | IBR | | | | | O | | O | | O | | O | O | | O | O | | |
| 1852.242-73 | NASA Contractor Financial Management Reporting | (NOV 2004) | 1842.7202 | C* | G | IBR | | | | R | R | A | R | R | R | R | R | R | | R | R | | |
| 1852.242-78 | Emergency Medical Services and Evacuation | (APR 2001) | 1842.7003 | C | I | IBR | | | | A | A | A | A | A | A | A | A | A | | A | A | A | |
| 1852.243-70 | Engineering Change Proposals | (OCT 2001) | 1843.205-70(a)(1) | C | I | IBR | X | X | | O | O | O | O | O | O | O | O | O | | O | O | | |
| 1852.243-70 | Alternate I | (JUL 1997) | 1843.205-70(a)(2) | C | I | IBR | X | X | | A | A | A | A | A | A | A | A | A | | A | A | | |
| 1852.243-70 | Alternate II | (SEP 1990) | 1843.205-70(a)(3) | C | I | IBR | | | | | A | | A | | A | | A | A | | A | A | | |
| 1852.243-71 | Shared Savings | (MAR 1997) | 1843.7102 | C | I | IBR | | | | A | A | | A | A | A | A | A | A | | A | A | | |
| 1852.243-72 | Equitable Adjustments | (APR 1998) | 1843.205-70 (b) | C | H | IBR | | X | | | | | | | | O | | | | | | | |
| 1852.244-70 | Geographic Participation in the Aerospace Program | (APR 1985) | 1844.204-70 | C* | H | IBR | | | | | | A | A | | | | | | | | | | |
| 1852.245-70 | Contractor Requests for Government-Owned Property | (JAN 2011) | 1845.107-70 (a)(1) | C | G | IBR | | | | | A | A | A | | A | | A | A | | | | | |
| 1852.245-70 | Alternate I | (JAN 2011) | 1845.107-70 (a)(2) | C | G | IBR | | | | | A | | A | | A | | A | A | | | | | |
| 1852.245-71 | Installation—Accountable Government Property | (JAN 2011) | 1845.107-70(b)(1) | C | G | IBR | X | | | A | A | A | A | A | A | A | A | A | A | | | | |
| 1852.245-71 | Alternate I | (JAN 2011) | 1845.107-70 (b)(4) | C | G | IBR | | | | A | A | A | A | A | A | A | A | A | A | | | | |
| 1852.245-72 | Liability for Government Property Furnished for Repair or Other Services | (JAN 2011) | 1845.107-70 (c) | C | I | IBR | | | | | | | | | A | | | A | | | | A | |
| 1852.245-73 | Financial Reporting of NASA Property in the Custody of Contractors | (JAN 2011) | 1845.107-70(d) | C | G | IBR | X | | | A | A | A | A | A | A | A | A | A | A | | | A | |

| Clause/ Provision Number | Title | Date | Prescribed In | P or C | UCF | IBR or FT | Fill In | Mod or Sub | App Dev | FP SUP | CR SUP | FP R&D | CR R&D | FP SVC | CR SVC | FP CON | CR CON | T&M LH | A&E | ID DEL | TRN | SAP | CI |
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| 1852.245-74 | Identification and Marking of Government Property | (JAN 2011) | 1845.107-70 (e) | C | D | IBR | X | | | A | A | | A | A | A | A | A | A | | | | A | |
| 1852.245-75 | Property Management Changes | (JAN 2011) | 1845.107-70 (f) | C | G | IBR | | | | A | A | A | A | A | A | A | A | A | A | | | A | |
| 1852.245-76 | List of Government Property Furnished Pursuant to FAR 52.245-1 | (JAN 2011) | 1845.107-70 (g) | C | G | IBR | X | | | A | A | A | A | A | A | A | A | A | A | | | A | |
| 1852.245-77 | List of Government Property Furnished Pursuant to FAR 52.245-2 | (JAN 2011) | 1845.107-70 (h) | C | G | IBR | X | | | A | A | A | A | A | A | A | A | A | A | | | A | |
| 1852.245-78 | Physical Inventory of Capital Personal Property | (JAN 2011) | 1845.107-70 (i) | | G | IBR | | | | A | A | A | A | A | A | A | A | A | | | | A | |
| 1852.245-79 | Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value | (JAN 2011) | 1845.106-70 (j) | C | G | IBR | | | | A | A | A | A | A | A | | | A | A | | | A | |
| 1852.245-80 | Government Property Management Information | (JAN 2011) | 1845.106-70 (k)(1) | P | L | IBR | X | | | A | A | A | A | A | A | A | A | A | A | | | A | |
| 1852.254-80 | ALT I | (JAN 2011) | 1845.106-70 (k)(2) | P | L | IBR | | | | A | A | A | A | A | A | A | A | A | A | | | A | |
| 1852.245-81 | List of Available Government Property | (JAN 2011) | 1854.107-70(l) | P | L | IBR | X | | | A | A | A | A | A | A | A | A | A | A | | | A | |
| 1852.245-82 | Occupancy Management Requirements | (JAN 2011) | 1845.107-70(m) | C | G | IBR | X | | | A | A | A | A | A | A | A | A | A | A | | | A | |
| 1852.245-83 | Real Property Management Requirements | (JAN 2011) | 1845.107-70 (n) | C | G | IBR | | | | A | A | | A | A | A | A | A | A | A | | | A | |
| 1852.246-70 | Mission Critical Space System Personnel Reliability Program | (MAR 1997) | 1846.370(a) | C | H | IBR | | | | | | A | A | A | A | | | A | | | | | |
| 1852.246-71 | Government Contract Quality Assurance Functions | (OCT 1988) | 1846.470 | C | E | IBR | X | X | | O | O | O | O | O | O | O | O | O | | O | O | | |
| 1852.246-72 | Material Inspection and Receiving Report | (AUG 2003) | 1846.674 | C | E | IBR | X | X | | A | A | A | A | A | A | A | A | A | | A | A | | A |
| 1852.246-73 | Human Space Flight Item | (MAR 1997) | 1846.370(b) | C* | E | IBR | | | | A | A | A | A | | | | | A | | A | | A | |
| 1852.247-71 | Protection of the Florida Manatee | (MAR 1989) | 1847.7001 | C* | H | IBR | | | | A | A | A | A | A | A | A | A | A | | A | A | A | |

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